

SCHEDULE G

ADDITIONAL TERMS FOR DISCOVER CARD SERVICES

Discover® Network Program

The terms and conditions of the MSA and the Operating Procedures shall govern CUSTOMER's acceptance of Discover® Network Cards, and PROVIDERS' provision of Services to CUSTOMER in connection with Discover® Network Card transactions.

PROVIDER is the Acquirer for Discover transactions under this Agreement and the Discover services are solely between CUSTOMER and PROVIDER. BANK is not an Acquirer or sponsor of any services that are related to Discover Card Transactions and shall bear no responsibility.

Pricing. The fees and charges set forth in Schedule B shall also apply to Discover.

Settlement of Transactions: The timing of CUSTOMER's Settlement payments is described in the Operating Procedures and Bankcard Addendum, unless otherwise indicated by PROVIDER in writing. PROVIDER may, at its discretion, change the timing of CUSTOMER's Settlement payment upon five (5) calendar days' advance written notice if required by Discover® Network. CUSTOMER's terminals or point-of-sales devices must be programmed with the Merchant Account Number that PROVIDER assigned to CUSTOMER if CUSTOMER is to receive Settlement for Discover® Network Card Sales. CUSTOMER is responsible for reprogramming of CUSTOMER's terminals. If a third party programs CUSTOMER's terminals, CUSTOMER is responsible for such third party's acts and omissions in connection there-with, including, without limitation, any payment of CUSTOMER's Settlement amounts to the incorrect party. If CUSTOMER does not receive Settlement amounts for Discover® Network Card sales in accordance with the Bankcard Addendum and Operation Regulations, CUSTOMER must contact PROVIDER immediately or risk non-payment for such Discover® Network Card sales.

Term. PROVIDER may terminate the Discover® Network Program or this Discover® Network Program Addendum at any time and for any reason by giving you thirty (30) days prior written notice. PROVIDER may terminate immediately and without such notice if CUSTOMER has materially breached the Discover® Network Program due to an Event of Default as outlined in the Bankcard Addendum, or if the Discover® Network Card sales conducted by CUSTOMER, the goods or services sold by CUSTOMER or CUSTOMER's business practices violate any U.S. federal, state or local laws, statute or regulation. Furthermore, CUSTOMER acknowledges that the Discover® Network Operating Procedures give Discover® Network certain rights to require termination or modification of the Discover® Network Program with respect to transactions involving Discover® Network Cards and Discover® Network Card system and to investigate CUSTOMER.

Retention of Records. CUSTOMER agrees to keep an original copy of all Sales Drafts, mail/telephone order forms, documentation required in the Operating Procedures and other related document(s), e.g. shipping invoices, for no less than three hundred and sixth five (365) days from the Discover® Network Card transaction date, or one hundred and eighty (180) days from the date of submission of the Sales Draft, whichever is later. CUSTOMER also agrees to keep microfilm or other copies of Sales Drafts for no less than three (3) years from the date of the Discover® Network Card transaction.

Factoring. CUSTOMER agrees that they will not factor any Discover® Network Card sales. See Operating Procedures for complete details regarding what constitutes factoring and the liability incurred if CUSTOMER factors any Discover® Network Card sales.

Contact. Any provision contained in the Bankcard Addendum which directs CUSTOMER to contact Discover Network for customer services or for any other inquiry or purpose is modified hereby to provide that CUSTOMER is to contact PROVIDER for customer service or in relation to such inquiry or purpose.

References to Discover® Network Procedures. Any provisions contained in the Bankcard Addendum which refers to Cards other than Visa or MasterCard shall be construed so as not to apply to Discover® Network Cards, and any provision which refers CUSTOMER specifically to procedures or terms and conditions of Discover® Network (but not references to Card Organization Rules) will be disregarded.